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ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES		
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO. PR3489640		a. NAME OF CONSIGNEE American Embassy Brazzaville				
5. ISSUING OFFICE: (Address correspondence to) American Embassy Brazzaville Att: GSO/Procurement				b. STREET ADDRESS Blvd Denis Sassou Nguesso 70-80 Centre-Ville				
				c. CITY Brazzaville		d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA:				
a. NAME OF CONTRACTOR								
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.				
d. CITY		e. STATE	f. ZIP CODE	<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE Facility Maintenance				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT		
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS								
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION		b. ACCEPTANCE						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Painting of exterior of New Office Building and both sides of the perimeter wall of the American Embassy Brazzaville, following the attached scope of work.			1.00	All		0.00	
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. ◀ (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME American Embassy Brazzaville Att: Finance Office						Text 17(j) ◀ GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) Blvd Denis Sassou Nguesso 70-80 Centre-Ville							
c. CITY Brazzaville				d. STATE	e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature) ▶					23. NAME (Typed)			
					TITLE: CONTRACTING/ORDERING OFFICER			

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Request for Quotations (RFQ PR3489640) for Paint

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, all insurances, overhead and profit.

Total Price (including all labor, overhead and profit)	
--	--

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall install all materials required by this contract (see attachment 3 below).

C. PACKAGING AND MARKING (RESERVED)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed to determine whether work is being performed in a satisfactory manner.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests -The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within ten (10) days calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than 90 days after notice to proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$200.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF PAINTING SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "seven (7) calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work shall be performed during 8h45 from Monday to Thursday (7:30am to 5:00pm) and 5h on Friday (7:30am to 12:00am). Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

The following holidays will be observed by the U.S. Embassy in Congo Brazzaville during calendar year 2014. On the days listed below, offices will be closed to the public.

(“U.S.” identifies United States National Holiday; “ROC” identifies Republic of Congo Holiday)

January 1	Wednesday	New Year Day	U.S./ROC
January 20	Monday	Martin Luther King, Jr. Day	U.S.
February 17	Monday	Presidents’ Day	U.S.
April 21	Monday	Easter Monday	ROC
May 1	Thursday	Labor Day	ROC
May 26	Monday	Memorial Day	U.S.
May 29	Thursday	Ascension Day	ROC
June 9	Monday	Whit Monday	ROC
June 10	Tuesday	Reconciliation Day	ROC
July 4	Friday	Independence Day	U.S.
August 15	Friday	Independence Day	ROC
September 1	Monday	Labor Day	U.S.
October 13	Monday	Columbus Day	U.S.
November 11	Tuesday	Veterans Day	U.S.
November 27	Thursday	Thanksgiving Day	U.S.
November 28	Friday	Congolese Republic Day	ROC
December 25	Thursday	Christmas Day	U.S./ROC

*This Holiday Schedule is subject to change and in case of emergency (repair), the vendor could be requested to perform the services.

Pre-painting Conference

A Pre-painting conference will be held 10 days after contract award at

***American Embassy Brazzaville
Boulevard Denis Sassou Nguesso
70-83 Centre Ville
Brazzaville, Republic of the Congo***

To discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect the painting progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. painting Schedule	1	10 days after award	COR
Section E. Pre-painting Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	3 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Facility Manager**

Payment: The Contractor's attention is directed to Section F, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The invoices are to be directed to the following address:

**American Embassy Brazzaville
Finance Office
Boulevard Denis Sassou Nguesso
70-83 Centre Ville
Brazzaville, Republic of the Congo**

G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily Injury, On or Off the Site, in CFA francs	
Per Occurrence	300,000 Fcfa
Cumulative	3,000,000 Fcfa
(2) Property Damage, On or Off the Site, in CFA francs	
Per Occurrence	1,000,000 Fcfa
Cumulative	10,000,000 Fcfa

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has three (3) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It

is anticipated that security checks will take approximately 10 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

F.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2014)
52.216-7	ALLOWABLE COST AND PAYMENT (JUNE 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-27	PROMPT PAYMENT CONSTRUCTION (JUL 2013)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JUL 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.233-1 DISPUTES (JULY 2002) *Alternate I (DEC 1991)*

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUNE 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEP 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards.

Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

[Note to Contracting Officer: When preparing the solicitation, review carefully the need to include the first three attachments. You may leave Attachments 1, 2 and 3 in the solicitation, but if you already know that the bonds listed in Attachments 1 and 2 are not used at your post, then delete them country. In that case, only include Attachment 3 in the solicitation. When preparing the award document, only attach the form or forms that apply. The purchase order itself should not have all 3 attachments, just those that apply.]

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Specifications	8
Attachment 4	Surfaces per location (in square meter)	1

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
Volume	Title	Number of Copies*
I	OF 347 including a completed Attachment 2 "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	3

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below.

**American Embassy Brazzaville
Contracting Officer
Boulevard Denis Sassou Nguesso
70-83 Centre Ville
Brazzaville, Republic of the Congo**

If by email, sent to the following address: BrazzavilleProcurement@state.gov

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for August 25, 2014, at 10:00am

(c) Participants will meet at:

**American Embassy Brazzaville
Boulevard Denis Sassou Nguesso
70-83 Centre Ville
Brazzaville, Republic of the Congo**

D. MAGNITUDE OF CONSTRUCTION PROJECT: (RESERVED)

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, **use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.**

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in
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	paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is/are:

236118 - Construction Management, residential remodeling

236220 - Construction Management, commercial and institutional building or Warehouse construction

237110 - Construction Management, water and sewage line and related structures

237310 - Construction Management, highway road, street or bridge

237990 - Construction Management, outdoor recreation facility

(2) The small business size standard is **\$33.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) ☐ Outside the United States.
- (End of provision)

K.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of

Workers' compensation laws exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

ATTACHMENT #1- SAMPLE LETTER OF BANK GUARANTY

Place Brazzaville
Date August 25, 2014

Contracting Officer
U.S. Embassy, Brazzaville
Republic of the Congo
Boulevard Denis Sassou Nguesso
70-83 Centre Ville
Brazzaville, Republic of the Congo

Letter of Guaranty No. 01

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **Painting of Embassy Compound** at **[the Chancery of US embassy Brazzaville]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [name]

Address: _____

Representatives: _____ Location: _____

Location:

State of Inc.:

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (5) PROFIT	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(6) TOTAL
1. General Requirements				
2. Site Work				
3. Concrete				
4. Masonry				
5. Metals				
6. Wood and Plastic				
7. Thermal and Moisture				
8. Doors and Windows				
9. Finishes				
10. Specialties				
11. Equipment				
12. Furnishings				
13. Special Construction				
14. Conveying Systems				
15. Mechanical				
16. Electrical				
TOTAL: _____				

Allowance Items:

PROPOSAL PRICE: _____

TOTAL: **CFA**

Alternates (list separately; do not total):

Offeror: _____ *Date* _____

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

**STATEMENT OF WORK
FOR
CONSTRUCTION SERVICES FOR
THE U.S. EMBASSY PAINTING PROJECT
FOR BRAZZAVILLE, REPUBLIC OF CONGO
Boulevard Denis Sassou Ngueso
Bloc D, 70-83 face Blanche Gomez
Brazzaville, Republic of the Congo**

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1.0 INTRODUCTION AND OBJECTIVES

- 1.1 The U.S. American Embassy in Brazzaville requires the services of the Contractor to paint the exteriors of all of the existing cement plastered concrete buildings and both sides of the perimeter walls on the Embassy Compound. The exterior paint is deteriorating and peeling. All of the exterior paint shall be removed and the surface restored to a smooth and acceptable dry surface according to the paint manufacturer's requirements and the Government specifications before new paint is to be applied. Surface preparation includes sealing and patching the cement plastered concrete walls. The objective is to paint all exterior walls with two coats of paint at the specified wet thickness required for a waterproofing system that meets the requirements of the Contract Documents and the Manufacturer's specifications.
- 1.2 The U.S. American Embassy is located in Brazzaville, Republic of the Congo. All inspections shall be requested through the Embassy's Facility Manager (FM). The Facility Manager is also the Contracting Officer's Representative (COR).
- 1.3 Mr. Tommy Heard is the Contracting Officer's Representative (COR). Mr. Heard will be the Contractor's contact at the US Embassy Brazzaville. The COR will assist and direct the contractor when scheduling work, obtaining approved local supplies, and liaison with Embassy personnel during the construction phase of the Project. All questions concerning coordination of installation activities while at Post shall be directed to the COR. Contact information will be provided via separate correspondence. **The COR has no authority to add or authorize any modification to this statement of work issued to the Contractor.**
- 1.4 Mr. Charles Koumba, will be the Contracting Officer Technical Representative (COTR). The COTR will be the responsible for technical aspects such as: onsite appropriate use of tools and equipment and approval of working technics. **The COTR has no authority to add or authorize any modification to this statement of work issued to the Contractor.**
- 1.5 Work shall be completed as expeditiously as possible. All of the buildings will be occupied during the execution of this contract. All scaffolding shall be removed from the Chancery building at the end of the work day and stored at a location determined by the COR. The Contractor shall coordinate with the Contracting Officer for work phasing and job sequencing with work commencing and completing in each building area in a sequential order. The Contractor will submit a phasing plan with the construction schedule for review and approval prior to commencement of work at the Embassy Compound.

2.0 GENERAL REQUIREMENTS:

- 2.1 The Contractor shall provide construction personnel, construction workers' temporary toilets, scaffolding, equipment, supplemental materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work (SOW). It is expected that the Contractor shall coordinate closely with Embassy personnel.
- 2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in 90 working days from Contract Award, with consideration for verified inclement weather days.
- 2.3 The Contractor shall not have access to any structure, and must coordinate the scaffolding and work to not interfere with Embassy employees access and egress to any building. The Contractor shall address the impact of any disruption and provide for a continuing level of operation during the continuous employee occupation of the buildings.

2.4 The Contractor shall be required to prepare and submit reports, a bill of materials, product literature, specifications, quality control schedules, safety plans for approval, work schedules and cost estimates. These documents shall provide the necessary interfaces, communication and coordination between the Embassy and the Contractor for the delivery of a completed project.

2.5 The Contractor shall make specific arrangements to depute separate teams to perform paint removal, cleaning of substrate and surface preparation, permeability, scaffolding erection and removal, and painting.

2.6 All work and preparation for work to be performed must utilize appropriate safety equipment provided at the Contractor's expense. The proper and appropriate safety equipment required will be identified and continually inspected by the Embassy POSHO Assistant and/or the Facility Manager.

2.7 The contractor must perform the work according to the following order of priority:

- 2.7.1 Office Building (OB)
- 2.7.2 Control Access Campus (CAC), Sally Port and Service Building
- 2.7.3 Utility Building
- 2.7.4 Demarcation Building
- 2.7.5 Exterior of Perimeter Wall
- 2.7.6 Interior of Perimeter Wall

3.0 GOVERNMENT FURNISHED MATERIAL (GFM) and CONTRACTOR FURNISHED MATERIAL (CFM)

3.1 Pursuant to Contract Clause FAR 52-245-2, Government Furnished Property (Short Form), the Government will furnish the following materials for application by the Contractor. The paint (GFM) is stored at the GSO storage area on the Embassy Compound. The contractor shall move, uncrate, prepare and apply the paint. All GFM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer's Representative (COR) to determine any damaged or missing material. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the CFM is needed. Any GFM not incorporated in the work shall be returned to the Government and placed in storage at the GSO Warehouse as directed by the COR.

Detailed List of Items provided at the site (refer to attachment A for more details):

	Quantity
• Exterior Paint Plaster	
○ CP-1 SW6255; Loxon XP - 6503-57148 (Morning Fog) (5 Gal each pail)	40
○ CP-2 SW7035 Loxon XP - 6503-57148 (Aesthetic White) (5 Gal each pail)	80
○ CP-3 SW6162; Loxon XP 6503-57148 (Ancient Marble) (5 Gal each pail)	40
○ CP-4 SW6134; Loxon XP 6503-57148 (Netsuke) (5 Gal each pail)	40
○ CP-5 SW6256; Loxon XP 6503-57163 (Serious Gray) (5 Gal each pail)	10
• Sealant and/or patching materials	

- H&C Dual Component Texture. Two components are mixed as follows to produce coverage of **100 -150 sq ft/kit 50lb bag 6501-84518 5 gal Resin 6501-81365** 20

- **Priming**

Loxon Conditioner 6504-12398 (Priming: Conpro point **5, 5 gal each pail**) 15

3.2 Contractor shall provide adequate quantities of materials in addition to the inventory of materials currently stored at the site to provide a complete project as specified.

Material Procurement –All local material procurements shall be executed in accordance with the Post Regional Security Officer (RSO) direction. The contractor shall refer to the security requirements in section 10 for further guidance as required.

3.3 The Government shall not furnish any tools for this requirement, including personal or tradesman tools, ladders, etc. Contractor furnished tools shall also include expendable items, e.g. saw blades, drill bits, rags, cleaning materials, etc. The contractor shall be required to furnish expendable tools as well as non-expendable tools.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative (COR). The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.5 The Embassy's review, approval, or acceptance of, or payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COR and the CTOR may perform Quality Assurance Inspections (QAI) and tests during construction to confirm the work is installed according to the SOW.

4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

- 4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the Project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, wall moisture readings must be documented prior to painting, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance. The moisture level required before painting must be less than 5%.
- 5.4 All documents produced for this project will become the property of the Embassy at the completion of the project.
- 5.5 The Contractor shall verify that all paint, materials, equipment, and systems incorporated into the Project provide operational dependability. The Contractor assures that the completed construction shall be easily maintained or replaced with readily available materials and services.
- 5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.7 The Contractor is responsible and accountable for their employees, subcontractor personnel and personal safety and shall comply with all OSHA regulations and where applicable, local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents to the COR resulting in lost time, disabling, or fatal injuries. Temporary construction toilets are to be provided by the Contractor through a local firm for his employees and the subcontractors' employees use. The temporary toilets shall be emptied and cleaned frequently to prevent odors, or at least weekly. Location of the toilets will be coordinated with the COR.
- 5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for by this contract are in addition to any other rights and remedies provided by law. Notice to the COR shall be within one calendar day.
- 5.9 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 5.10 Provide a statement that the Contractor's company and all construction personnel are experienced in painting multistory building exteriors similar to the type and scope required.

- 5.11 The Contractor shall prepare and submit a Quality Control Schedule (QCS) and Project Safety Plan (PSP) to address the project. The QCS and OSO are intended to document the entire project from beginning to end.
- 5.12 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of one (1) year at no cost to the Embassy signed by the Contractor.
- 5.13 Submit a Bill of Materials (BOM), product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials and materials.
- 5.14 The Contractor will be fully responsible for providing physical protection against wet paint, wind borne paint spray, falling scaffolding and falling objects for visitors and employees, their clothing and personal effects, and their vehicles for the duration of this contract and any subsequent contract extensions. The Contractor will be responsible for the complete cleaning and removal of paint splatter, residue or misting from clothing, personnel, and private or government owned vehicles that are damaged. Compensation will be made by the Contractor in the event that clothing and personal effects cannot be cleaned, or vehicles' painted surfaces that are irreparably damaged. Paint repair to vehicles will extend over the entire panel.
- 5.15 Areas adjacent to buildings or structures where paint will be applied will be roped off 24 hours before beginning painting operations by the Contractor. "No Parking" signs will be prominently displayed between every two stanchions supporting the rope.

6.0 CONSTRUCTION REQUIREMENTS

- 6.1 No construction shall begin until approvals of the Contract Administration Submittals are accepted by the COR.
- 6.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 6.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 6.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items will be replaced. The Contractor is responsible for security of all materials and equipment.
- 6.5 Receipt of Materials – Shipment of equipment, materials, and supplies shall be addressed to the Contractor- not the Embassy. The Contractor must be on hand to accept shipments. The Embassy will not accept shipments.
- 6.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off-compound storage areas as required.
- 6.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 6.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours unless agreed upon with the COR.

- 6.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.
- 6.10 At the notification of a temporary stop order, the Contractor shall lower and remove all scaffolding, temporary work platforms, and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the Contractor shall remove the temporary barricades before continuing the project.
- 6.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practical precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 6.12 Cleanup – The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles, or dumpsters.
- 6.13 Landscape Restoration – The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas where existing pavement is removed, areas where excavation takes place, and areas where sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

7.0 CRITERIA

- 7.1 The Contractor's work shall be in accordance with current U.S. codes and standards. The COR will review and comment on the Contractor's submittals using the following codes and standards:
 American Society for Testing & Materials,
 2003 International Building Code,
 2003 International Plumbing Code,
 2002 National Electrical Code (NFPA).
 Statement of Work for Construction Services and the following accompanying specifications:

*(Provide specifications for "Loxon XP" Sherwin Williams-Waterproofing System
 A24-1400 Series and Data Sheet)*

9.0 DELIVERABLES SCHEDULE

- 9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

9.2 Milestones:

Contractor Pre-Proposal Site Visit	<i>(August 25, 2014)</i>
Bids on	<i>(September 08, 2014)</i>
Technical Review	<i>(September 15, 2014)</i>
Award of Contract & Notice to Proceed	<i>(September 19, 2014)</i>

Pre-Construction Submittals including a schedule for each element of section 2.7 of this SOW	<i>(September 29, 2014)</i>
Embassy Submittal Review	<i>(October 1st, 2014)</i>
Painting Begins	<i>(TBD with Contractor)</i>
Painting estimated length	<i>60 working days</i>

- 9.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

10.0 SECURITY REQUIREMENTS

- 10.1 The Project Site Manager shall be responsible for the overall management and execution of the onsite construction activities and shall represent the Contractor on the site during construction. The Site Manager shall be responsible for ensuring the contractor's employees, team, and subcontractors follows the Construction Security Plan (CSP). The Site Manager shall have a copy of the CSP and a copy of the certification/confirmation cable in his/her possession during the project.
- 10.2 All materials, tools, specialized tools, and equipment shall be furnished in accordance with the Project Specifications, design and project schedule. All Contractor Furnished Equipment (CFE) shall be handled and delivered in accordance with Construction Security Plan (CSP). Tools: The Contractor shall provide all tools, including testing and commissioning equipment, for this project.
- 10.3 All local contracts shall be fully disclosed and priced with the contractor's proposal. The use of local contractors for field verification or design services is authorized. All contractors requiring access to the site to perform work shall be cleared in advance by the Post Regional Security Office (RSO). No local contractors will be granted access unless the Post RSO has provided written authorization in advance of the access and access request.
- 10.4 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 10.5 The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.
- 10.6 The Contractor shall submit a schedule and diagram for the placement of all scaffolding at the Chancery to the COR for review and approval by the Regional Security Officer (RSO). Scaffolding shall not block required access to, or egress from the Chancery at any time.
- 10.7 All scaffolding located at the chancery building shall be removed at the end of the Contractor's workday. The contractor will secure, by locking, all tools and equipment at the end of each workday.
- 10.8 All material items such as scaffolding, anchors that attach to the Office Building walls must be approved by RSO before use.

11.0 PAYMENTS

- 11.1 The Contractor shall provide a fixed price lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments on square meter completed at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.
- 11.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed

services have been satisfactorily performed and if expenses skilled are correct. If it is determined that the invoice is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

11.3 The Contractor shall specifically identify his last invoice “Final Invoice.” The Final Invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor’s Release of Claims Certificate attached.

12.0 ATTACHMENTS

12.1 Attachment A: Exterior Paint Schedule

END OF STATEMENT OF WORK

ATTACHMENT #3 – SURFACES PER LOCATION (IN SQUIRE METER)

No	Loxon Sherwin Williams Colors	Surfaces per location (in Square Meter)								
		NOB	Canopy	Utility building	CAC	Sally Port	Service building	Demarc building	Perimeter wall	Total
CP-1	SW6255: Loxon XP - 6503-57148 (Morning Fog) <i>All buildings and Perimeter wall</i>	450	25	160	100	0	42	48	2175	3000
CP-2	SW7035 Loxon XP - 6503-57148 (Aesthetic White) <i>All buildings and Perimeter wall</i>	1375	0	720	460	60	360	100	3025	6100
CP-3	SW6162; Loxon XP 6503-57148 (Ancient Marble) <i>Office building only</i>	750	0	0	0	0	0	0	0	750
CP-4	SW6134; Loxon XP 6503-57148 (Netsuke) <i>Office building only</i>	600	0	0	0	0	0	0	0	600
CP-5	SW6256; Loxon XP 6503-57163 (Serious Gray) <i>Office building only</i>	100	0	0	0	0	0	0	0	100
	Total (square meters)	3475	55	910	584	132	426	168	7530	13280